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Attorneys for Defendants
UBER TECHNOLOGIES, INC.; RASIER, LLC;
and RASIER-CA, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

LUCIA GRECO,

Plaintiff,

v.

UBER TECHNOLOGIES, INC.; RASIER,
LLC; and RASIER-CA, LLC,

Defendants.

Case No. 4:20-cv-02698-YGR

**DECLARATION OF MORGAN T. JACKSON
IN SUPPORT OF DEFENDANTS UBER
TECHNOLOGIES, INC., RASIER, LLC AND
RASIER-CA, LLC'S MOTION TO COMPEL
ARBITRATION**

Date: August 11, 2020
Time: 2:00 p.m.
Judge: Hon. Yvonne Gonzalez Rogers
Location: 1301 Clay Street, Ctrm. 1,
4th Floor.

Complaint Filed: April 19, 2020

1 I, Morgan T. Jackson, declare and state:

2 1. I am over the age of 18 and I submit this declaration in support of Defendants Uber
3 Technologies, Inc. (“Uber”), Rasier, LLC (“Rasier”), and Rasier-CA, LLC’s (“Rasier-CA”)
4 (collectively, “Defendants”) Motion to Compel Arbitration. I have personal knowledge of each fact
5 stated in this declaration and, if called as a witness, I could and would competently and truthfully
6 testify thereto.

7 2. I am a Senior Counsel, Litigation at Uber Technologies, Inc.

8 3. According to information provided by the American Arbitration Association (“AAA”),
9 on March 27, 2020 Plaintiff Lucia Greco filed a demand with the AAA”) that asserted a claim against
10 Uber Technologies, Inc. Ms. Greco and her attorneys did not at that time serve the AAA Demand on
11 Uber’s agent for service of process or otherwise, and neither did AAA.

12 4. Uber first received notice of the existence of Plaintiff’s AAA Demand on April 18,
13 2020, when the AAA sent a letter to Plaintiff’s counsel and a paralegal for Uber, referencing the
14 Demand and stating the AAA had “administratively closed” the arbitration that Plaintiff had filed. A
15 copy of the April 18, 2020 AAA Letter is attached to Plaintiff’s federal Complaint as Exhibit A. As
16 can be seen in Exhibit A to the Complaint, the AAA’s letter stated that it administratively closed
17 Plaintiff’s arbitration because the AAA believed that Uber did not comply with its policies regarding
18 consumer claims.

19 5. Plaintiff finally served Uber with her AAA Demand via Uber’s agent for service of
20 process on April 21, 2020, after AAA had “administratively closed” the Plaintiff’s arbitration.
21 Attached hereto as **Exhibit A** is a true and correct copy of the AAA Demand served by Plaintiff.

22 6. Shortly after I became aware of the April 18, 2020 Letter and Plaintiff’s Demand, Uber
23 employees promptly contacted the AAA. I then had a telephone call with AAA. On that call, I
24 received confirmation from AAA that the AAA decided to not administer Uber consumer matters on
25 or around March 6, 2020, all unbeknownst to Uber, because Uber had not paid certain fees in two
26 unrelated matters pending before the AAA in which Uber was the respondent.

27 7. Uber was unaware of both the unpaid fees in those unrelated matters and the AAA’s
28

1 decision to not administer Uber consumer cases because the AAA's communications about these
 2 issues were not sent to the Uber employees who were managing the matters in which fees were due,
 3 and thus the Uber employees Uber expected would have received such communications. We have no
 4 knowledge of AAA following up with a phone call to anyone at Uber regarding the unpaid fees or any
 5 impending refusal to administer Uber consumer matters, prior to or after the AAA's decision to not
 6 administer consumer cases involving Uber.

7 8. Additionally, between March 6, 2020, when the AAA decided to not administer Uber
 8 consumer matters (which Uber only learned about over a month later), but before the AAA's April 18,
 9 2020 Letter, the AAA sent Uber communications regarding its administration of other AAA consumer
 10 cases. Attached hereto as **Exhibits B and C** are such letters from the AAA. Such communications
 11 did not indicate that AAA had decided not to administer Uber consumer matters.

12 9. Uber had and has no intention whatsoever of either being denied arbitration
 13 administration by AAA or in any way waiving its right to resolve disputes with Ms. Greco through
 14 arbitration. Thus, within days after learning about this issue Uber resolved these issues with AAA.
 15 The AAA then reinstated Uber to its consumer arbitration registry on April 30, 2020, which permitted
 16 Uber to continue arbitrating consumer cases before the AAA.

17 10. Uber asked the AAA to allow the arbitration filed by Plaintiff to proceed. On April 30,
 18 2020, the AAA sent a letter to Uber and Plaintiff's counsel stating that, because the case had already
 19 been administratively closed, "the AAA will not reopen the matter unless the parties agree to reopen
 20 the matter, or the AAA will abide by any court order directing the manner in which the previously
 21 closed case should or should not proceed." Alternatively, the AAA stated that it "would administer
 22 this case" if Plaintiff were to refile her demand. Attached hereto as **Exhibit D** is a true and accurate
 23 copy of the April 30, 2020 AAA Letter.

24 11. After the AAA sent the April 30, 2020 letter, I informed Plaintiff's counsel that Uber
 25 is ready and willing to resolve Plaintiff's claims in arbitration, as the parties had agreed. Plaintiff's
 26 counsel informed me that Plaintiff is unwilling to refile her demand with the AAA, claiming the
 27 arbitration agreement between Uber and Plaintiff was "non-binding."
 28

12. At no point did the AAA ask Uber to pay any fees in connection with Plaintiff's arbitration demand. Uber is ready and willing to pay any standard fees associated with Plaintiff's claims.

13. Uber at no point in time intended to forego its contractual right to arbitration of disputes with Plaintiff.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed this 17th day of July, 2020 at Mill Valley, California.

/S/ Morgan T. Jackson

MORGAN T. JACKSON

FILER'S ATTESTATION

Pursuant to Civil Local Rule 5-1, I attest that concurrence in the filing of this document has been obtained by the signatory and that I have on file all holographic signatures corresponding to any signatures indicated by a conformed signature (/S/) within this e-filed document.

Dated: July 17, 2020

/S/ Andrew Spurchase

ANDREW M. SPURCHISE
LITTLER MENDELSON, P.C.

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